



STATE OF ARKANSAS
**Department of Finance
and Administration**

OFFICE OF STATE PROCUREMENT
Marketing and Redistribution
6620 Young Road
Little Rock, Arkansas 72209
Phone: (501) 565-8645
Fax: (501) 565-5059
<http://www.arstatesurplus.com>

INVITATION TO BID

BID NUMBER: MR-06-17

COMMODITY: Hay Bid

LOCATION: Cherokee Prairie & HE Flanagan Natural Areas
Near Highways 60 & 217
Franklin County

INSPECTION DATES: Monday-Friday, April 3rd thru 25th

INSPECTION HOURS: Appointments only
Contact Doug Fletcher @ 501-324-9612

BID OPENING DATE/TIME: April 26, 2006 @ 10:00 am

ITEMS LISTED ON THE ATTACHED SHEET (S) WILL BE SOLD TO THE HIGHEST BIDDER (S) SUBJECT TO ALL "GENERAL" AND IF APPLICABLE, "SPECIAL" TERMS AND CONDITIONS.

BID FORMS MUST BE COMPLETED AND SIGNED TO BE CONSIDERED. UNSIGNED BIDS OR LATE BIDS WILL NOT BE CONSIDERED.

RESPONSE TO INVITATIONS TO BID MUST BE MAILED TO MARKETING & REDISTRIBUTION IN A SEALED ENVELOPE INDICATING THE BID NUMBER AND DATE OF THE BID OPENING ON THE OUTSIDE OF THE ENVELOPE OR MAY BE HAND CARRIED TO THE MARKETING & REDISTRIBUTION OFFICE BUT MUST ALSO BE IN A SEALED ENVELOPE. RESPONSES MUST BE RECEIVED PRIOR TO THE TIME AND DATE INDICATED ON THE DOCUMENT FOR THE BID OPENING IN ORDER TO BE CONSIDERED.

AT THE TIME INDICATED FOR THE BID OPENING ALL BIDS WILL BE PUBLICLY READ AND TABULATED. SUCCESSFUL BIDDERS WILL BE NOTIFIED AS SOON AS POSSIBLE BY TELEPHONE OR FAX.
SUCCESSFUL BIDDERS MUST PAY FOR AND REMOVE AWARDED ITEMS WITHIN FIVE (5) BUSINESS DAYS AFTER NOTIFICATION.

(for office use only)

YOUR SIGNATURE INDICATES THAT YOU AGREE TO ALL TERMS & CONDITIONS OF THIS SALE

SIGNATURE: _____

PRINTED NAME: _____

COMPANY NAME: _____

ADDRESS: _____

CITY ST ZIP

BUSINESS PHONE: _____ HOME PHONE: _____

CELLULAR PHONE: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

GENERAL TERMS AND CONDITIONS

1. Bidder is invited, urged & cautioned to inspect property to be sold prior to submitting a bid. Property will be available for inspection at the place and times specified in the invitation. All property is offered for sale "as is, where is". The State makes no warranty, expressed or implied as to quality, kind, character, quantity, weight, size or description of any of the property or its fitness for any use or purpose. Any oral statement or representation by any representative of the State is unauthorized and shall confer no right upon the Bidder or Purchaser.
 2. The purchaser agrees, upon notification, to pay for item (s) awarded to him in accordance with the prices offered in his bid. All forms of payment must be in US currency. Payment is to be made in the form of cash, check, or postal money order, Visa Discover or Master Card. Checks must be made payable to Marketing & Redistribution. If payment is made in the form of a check and the financial institution does not honor it a \$25.00 service fee will be charged and a personal check will not be accepted for up to a one-year period. Payment is to be made within five (5) days after notification of being successful bidder. Purchaser of property from the State of Arkansas may be subject to the payment of state sales and/or use tax. Marketing & Redistribution is not responsible for collection of taxes for items titled for highway use.
 3. Unless otherwise specified in the invitation, the purchaser shall be entitled to obtain the property upon vesting of title or the receipt of payment for the property. The purchaser shall be responsible for the loading and removal of the property, at his expense, within five (5) business days. Marketing & Redistribution employees will assist with loading heavy or large items at Marketing & Redistribution as time permits. In no way will the State suffer any expense, penalty, personal or property liability in the removal of said equipment. If property is not claimed within 15 days after receipt of payment, the State will dispose of accordingly as being abandoned property.
 4. When bids are signed or when bids are made available via the web site and are submitted via the web, this constitutes a contract with the State of Arkansas to pay the amount(s) indicated for the equipment offered for sale. Failure to comply could result in action being taken by the Attorney General's office and/or be cause for rejection of future bids. Unsigned bids will not be read or considered. By signing the Invitation for Bid document or by submitting a bid via the web the Bidder warrants that they are not less than eighteen years of age. Employees of the State of Arkansas Department of Finance and Administration may not bid.
 5. The State of Arkansas Procurement Administrator shall decide any dispute, which is not disposed of by mutual agreement. Bid offers less than the stated minimum bid amounts will not be considered. Tie bids will be determined by a flip of the coin by Marketing & Redistribution staff.
 6. The State of Arkansas Procurement Administrator reserves the right to reject any or all bids, to waive any technical defects in bids; and unless otherwise specified by the State or the bidder, to accept any one item or group of items in the bid, as may be in the best interest of the State.
 7. Failure to respond to three (3) consecutive "Invitations to Bid" shall be considered sufficient cause to remove your name from Bidder's list for future bids for same or similar items for the following three (3) consecutive bids. In addition, successful bidders that do not pay for and pick-up the item(s) awarded will not be eligible to participate in future bids for same or similar items for the following period. After removal from bidders' list(s) or for contract default, a bidder must complete a bidder application form in order to be reinstated. Contract default will not prevent purchases from retail sales.
 8. Marketing and Redistribution is required to collect sales tax for merchandise sold.
 9. No changes may be made to the terminology of the official bid form or the general or special terms and conditions.
-

**DFA – MARKETING AND REDISTRIBUTION
AND
ARKANSAS NATURAL HERITAGE COMMISSION**

HAYING BID INVITATION

HAY SALE ON STATE OWNED NATURAL AREAS

Section I.

Sealed bids, subject to the terms and conditions set forth herein, for the removal and purchase of Arkansas Natural Heritage Commission owned hay and other vegetation listed in this invitation will be received until the time, date and at the place indicated below, and then publicly opened.

PRODUCT INFORMATION:

The areas to be hayed are high quality native prairies within the state owned System of Natural Areas. There are two tracts. The first tract is approximately 374 acres in total size. The second tract is approximately 170 acres. The tracts are divided by a defined Streamside Management Zones (SMZ's). SMZ's within the treatment areas are not to be cut.

The desired future conditions of these areas are high quality native prairies with a reduced component of woody successional vegetation. The treatment areas will be hayed with additional cutting of all standing successional woody vegetation. All such woody vegetation (sumac, sassafras saplings, etc.) within the delineated treatment areas will be cut prior to the end date of this agreement.

The Buyer will be selected from bids on the job as detailed. The Buyer's past experience to perform the work will be taken into consideration. NO WET SOIL HAYING WILL BE ALLOWED.

See also attached prospectus in Section II. This is a hay removal sale. The Arkansas Natural Heritage Commission does not guaranty the weight/volume or quality of the hay. Buyers are encouraged to inspect treatment areas prior to bidding. Bidders can arrange for an on site viewing of the hay.

PROPERTY LOCATION – The hay is at Cherokee Prairie and H.E. Flanagan Natural Areas which are located approximately 2 miles north of Charleston, Arkansas. Cherokee Prairie Natural Area is at the intersection of highways 60 and 217. The H.E. Flanagan Prairie Natural Area is located approximately 2.2 miles east and 1.5 miles north of the junction of highways 60 and 217 on Grand Prairie Road as described on attached plat maps. Plat and vicinity maps are in Section II.

METHOD OF SALE – Hay will be sold based on “pay as cut” per acre weekly settlement payments during and following harvest for the above described hay. Buyer will report actual quantities of hay removed from the treatment areas.

AGREEMENT LENGTH – The terms of this sale will be for 1 year with an option for renewal of one year for a period not to exceed five years, subject to annual approval by ANHC. Hay and woody successional vegetation must be removed by August 31 of any given year.

HAYING CONDITIONS - The above described haying is for an ecological improvement of the tract. The ANHC estimates that the sites are available for haying 3 months (June – August) of the year provided the buyer complies with the terms and conditions herein. Haying contractors will be allowed to select haying sites upon mutual agreement with the ANHC staff. The Buyer shall conduct all operations in accordance with the protective land use practices set forth herein in a timely manner at no expense to the ANHC, unless otherwise provided.

ANHC staff reserve the right to enter upon and use said lands for any purpose relevant to the development and/or maintenance of the Natural Area and shall not be held responsible for any damages suffered by the Buyer from such

actions. As much notice, as possible, will be given by ANHC in the case of special circumstances which would cause heavier than normal use of the Natural Area by ANHC staff.

In conducting operations on the state owned property, the Buyer shall comply with all Federal, State, and local laws and codes in regard to air and water pollution and solid waste disposal.

INSPECTION – Inspection of haying areas are invited Monday through Friday, excluding holidays. Contact the ANHC (1500 Tower Building, 323 Center Street, Little Rock, Arkansas, (501) 324-9619 before proceeding to inspect hay. If you need assistance, contact Doug Fletcher, Chief of Stewardship, (501) 324-9612.

PLACE OF OPENING:

DFA – MARKETING & REDISTRIBUTION

6620 YOUNG ROAD

LITTLE ROCK, AR 72209

501-565-8645

MODE OF SUBMISSION - Bids can be mailed or personally delivered to place of opening. Unsigned bids and/or bids that have not arrived at the place of opening by the opening date and time will not be considered.

SPECIAL CONDITIONS - Bids must be submitted with the attached bid form in Section II. Bid forms must be completed and signed. If submitting by mail, the bid envelope must be marked on the outside with the name and address of the bidder. Please allow at least 7 working days for delivery by mail. The sale will be awarded to the highest bidder; however, the State of Arkansas reserves the right to reject any and all bids.

TERMS AND CONDITIONS - Further operational and special provisions for the hay sale herein, are set forth in Section III.

Section II

**DEPARTMENT OF FINANCE & ADMINISTRATION
MARKETING AND REDISTRIBUTION
AND
ARKANSAS NATURAL HERITAGE COMMISSION**

**HAY SALE
BID FORM**

In compliance with the invitation identified on the cover in Section I hereof, and subject to all of the sale terms and conditions contained in Section III, all of which are incorporated as a part of this bid, the undersigned offers and agrees, if this bid is accepted within 5 calendar days after the date of Bid opening, to remove and purchase for the amount specified in this bid, any or all of the products listed for sale in Section I, and to perform the other required work as specified hereinafter notice of acceptance by the ANHC.

(Envelopes containing bids must be marked on the outside with the name and address of the bidder)

Except as otherwise specifically provided, it is the intent of this agreement that the purchaser and the ANHC shall mutually agree upon the interpretation and performance of this agreement: Provided that within the limitations of the law, upon failure to reach an agreement, the decision of the ANHC as the agency charged with the administration and protection of the land shall prevail.

PAY AS CUT BID AMOUNT

1. \$ _____/ACRE PRAIRIE HAY

Section III.**IV. Terms and Conditions of Sale:**

THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ARKANSAS.

To have and to hold the same unto the said Buyer, its successors and assigns, upon the following terms, provisions, and conditions:

1. Payment: The consideration for this sale paid upon (a) execution hereof by Buyer's check(s) payable to "Department of Finance & Administration/Marketing & Redistribution", and (b) copies of all scale tickets, the receipt of which is hereby acknowledged. Such payment(s) and submittal of scale tickets shall satisfy in full all of Buyer's obligations to make payment for the hay purchased. Removal of above described hay shall commence upon Seller's receipt of contract \$500 earnest money payment to be held out of the last regular weekly payment.

2. Removal Period and Access: Buyer shall have the right to sever and remove said hay once per year from said lands between July 1st and August 31, 2006, hereinafter referred to as termination date, except in the event ANHC grants a waiver of extension. During all of which time said Buyer, its successors, assigns, employees, contractors, and agents shall have full and free right of ingress in, over, upon, and across said lands and adjacent lands of Seller, except designated ecologically sensitive areas as shown on attached maps, for equipment for haying, loading, hauling, and removing said vegetation. If Buyer is denied access, the Buyer will have the option to require the Seller to extend in writing the termination date for the length of time the access was denied. If the Buyer does not remove the hay and woody successional vegetation by the termination date, the payment specified in paragraph 1 remains the property of the Seller with no refunds, and the ownership of the said hay shall revert to the Seller.

3. Emergency Clause: If weather and/or soil conditions prevent work activities, the Seller will have the option to terminate this agreement and the Seller shall reimburse the Buyer for the prorated portion of the purchase price for any hay not cut and/or removed under this agreement; the ownership of the said hay shall then revert to the Seller.

4. Warranty: Seller covenants and agrees that the hay herein conveyed is wholly and entirely Seller's own and that there are no mortgages, liens or judgements against the above stated land, and that the Seller will warrant and defend the title thereto against all lawful claims. In the event title to any of the hay is adjudged defective by a Court of competent jurisdiction, Seller shall indemnify and hold harmless Buyer for all damages adjudged against Buyer including without limitation the full amount of the purchase price and all claims, liabilities, attorney's fees, and costs resulting from any legal action as a result of a breach of this agreement. Unless otherwise specifically provided, all hay listed herein is offered for sale "as is, where is". The State makes no warranty expressed or implied as to the quality, kind, character, nutritional value, quantity, weight, size or description of any of the hay or its fitness for any use or purpose.

5. Taxes: The Buyer shall pay all applicable taxes upon the hay removed by it from said lands.

6. Notices: All notices to Seller shall be sent to the attention of the Chief of Stewardship, Arkansas Natural Heritage Commission, 1500 Tower Building, 323 Center Street, Little Rock, Arkansas 72201, telephone number (501) 324-9612. All notices to Buyer shall be sent to Buyer Company, Address, Telephone Number.

7. Endangered Species: Seller, its administrators, successors, and assigns, warrants and represents to Buyer, its successors and assigns, that to the best of Seller's knowledge no permit under the Endangered Species Act or the Clean Water Act is necessary to cut hay on the land subject to this agreement. To the extent any threatened or endangered species are found on the land to be treated or if Buyer is otherwise prevented from harvesting any hay hereunder without such a permit, Buyer at Buyer's election, shall have the right (a) to require Seller to extend the term of this agreement and obtain the necessary permit within ninety (90) days (failing which, Buyer may then choose another of these options), (b) to cancel this agreement without liability, paying only for the hay cut, or (c) to cancel this agreement only as to the affected acreage and hay thereon, in which case Seller shall reimburse or excuse Buyer from payment for the prorated portion of the purchase price relating to the affected acreage. The affected acreage shall be determined by a joint inspection between the Buyer and Seller. If the parties cannot then agree on the affected acreage, the issue shall be referred to the appropriate state or federal agency.

8. Hay Sale Area: The hay removed and standing woody vegetation cut shall be limited to the designated tracts in the hay sale area, except if the Seller consents for additional vegetation to be removed. Exact delineation of areas to be treated will be described by AHNC and is subject to slight changes due to Natural Area maintenance and weather/soil conditions.

9. Haying Operations: Haying operations are limited to one cutting per year beginning after July 1st of each year. Haying operations on the prairie shall not start prior to 10:00 am. No fertilization, cultivation, use of herbicides and/or other special agricultural practices are permitted other than the specific harvesting of hay and cutting and removal of delineated treatment areas. No machinery and/or equipment shall be left in the field within public view except during actual haying operations. No equipment shall be brought onto the prairie when the ground will not support the equipment without creating ruts and/or significant depressions on the prairie surface.

10. Fire Suppression: No burning by buyer will be allowed without prior written approval from the ANHC. The Buyer assumes the responsibility for the suppression of all fires on the property caused by him and/or his agents or employees and to pay for damages resulting from such fires.

11. Cut Height and Merchantability: Hay and woody successional vegetation shall not be cut less than three inches to the ground. Hay shall be merchandized into the highest value product as practicable.

12. Rutting, Roads, Trash Removal, and Damages: All operations shall be conducted with extreme care to avoid destruction or disturbance of all reference posts, boundary/survey monument markers, fence posts, and/or benchmarks. All fences are to be maintained and repair of damaged fences will be the responsibility of the Buyer. The Buyer shall not conduct activity that causes excessive rutting. Excessive rutting is defined as ruts of sufficient size to cause erosion, loss of growth to residual vegetation, and/or inhibits site hydrology. The Buyer shall restore all access roads to original condition within two weeks of completing removal of purchased hay or the termination date of this agreement whichever occurs first. The Buyer must remove all trash or waste material that was deposited by the Buyer during haying operations. Buyer shall not dispose of machinery fluids or lubricants on the Seller's property. If Seller finds the Buyer not in compliance with the above in paragraph 12, the Seller will notify the Buyer in writing of the discrepancy. If the Buyer declines to remedy the discrepancy, or fails to make the remedy by a date specified by the Seller, the Seller has the right to perform the remedy and require the Buyer to reimburse the Seller at a rate of \$50 per work hour. Buyer shall exercise reasonable care to avoid damage to residual vegetation within the hay sale area (if not a complete harvest) and outside of the hay sale area. If the Buyer damages the residual vegetation to the extent of being lethal or decreasing growth, the Buyer will be assessed for damage according to the following schedule: 2 times current market value at time of sale.

13. Best Management Practices: Best Management Practices are to be practiced by the Buyer. These include, but are not limited to: maintaining a 50-foot wide uncut native vegetation cover strip adjacent to both banks of all streams, sloughs, ditches, lakes, and ponds for erosion control and wildlife cover. These Streamside Management Zones (SMZ's) shall not be used as turn-rows or for the storage of hay or equipment. In the case of bank cave-in or wash-out, the buyer will allow additional land to remain in cover to maintain the fifty-foot cover strip. The SMZ's are needed to protect water quality and bank stability, and as such are limited to crossing the SMZ's at right angles, limiting stream crossings to two (2) crossings per SMZ, removal of temporary stream crossing structures installed, no permanent establishment of roads. Plan haying and equipment use to reduce the area of ground disturbed.

13. Liability: The Buyer is responsible for General Liability Insurance covering damages up to the amount of five hundred thousand dollars (\$500,000.00). The Buyer is responsible for complying with all State and Federal regulations for Workmen's Compensation Insurance. The Buyer is required to provide written proof of insurance to the Seller prior to commencing haying operations. The Buyer shall specifically and distinctly assume all risks, damage or injury to persons or property resulting from any actions or operations in connection with the removal of hay as specified herein. The Buyer shall protect, defend, and hold harmless the State of Arkansas, its officers, agents, and employees from liability of any nature or kind.

14. Notification Prior to Operations: The Buyer shall be required to notify the Seller and to review/acknowledge Safety and Labor Information prior to commencing haying operations.

15. Inspection: If the Buyer's activities do not comply with the terms of this agreement, the Seller has the right to require the Buyer to cease operations immediately upon notification. Notification shall be given in writing (deliverable by facsimile machine or mail). When the Seller is satisfied that the Buyer can comply with this agreement, operations can be resumed upon written consent of the Seller.

16. Assignment and Agreement Modification: This agreement shall be binding upon the heirs, successor and assigns of the parties hereto and may not be assigned or transferred, in whole or in part, by Buyer without additional consent from Seller. However, whether or not the agreement has been assigned or transferred, the Buyer is responsible for ensuring compliance with the terms of this agreement. This agreement can be modified by written mutual consent from the Buyer and Seller.